

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

**SPRINGHILL AVENUE UNITED
METHODIST CHURCH, INC.**

PLAINTIFF

VS.

**NATIONS ROOF GULF COAST,
LLC; LLOYD'S OF LONDON,**

DEFENDANTS

CASE NO.: 1:24-CV-00375-KD-B

VS.

**ROOF US, LLC;
ROOF US ROOFING &
RESTORATION, LLC,**

THIRD-PARTY DEFENDANTS.

**ROOF US LLC'S ANSWER TO THIRD-PARTY PLAINTIFF NATIONS ROOF GULF
COAST, LLC'S THIRD-PARTY COMPLAINT**

COMES NOW Third-Party Defendant Roof US, LLC ("Third-Party Defendant" or "Roof US"), by and through undersigned counsel, and in response to Third-Party Plaintiff Nations Roof Gulf Coast, LLC's Third-Party Complaint, files herewith its Answer as follows:

PRELIMINARY STATEMENT

No response is required.

PARTIES

1. Third-Party Defendant lacks knowledge to admit or deny the legal status of Nations Roof Gulf Coast, LLC. Admitted that Nations Roof is asserting claims against Defendant.

2. Denied.

3. Denied.

JURISDICTION

4. Admitted.

5. Denied.

FACTS

6. Third-Party Defendant lacks sufficient knowledge to admit or deny the allegations contained in this Paragraph, therefore, same are denied.

7. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

8. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

9. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

10. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

11. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

12. Third-Party Defendant lacks sufficient knowledge to admit or deny the allegations contained in this Paragraph, therefore, same are denied.

13. Third-Party Defendant lacks sufficient knowledge to admit or deny the allegations contained in this Paragraph, therefore, same are denied.

14. Admitted that Plaintiff filed suit. The allegations contained in Plaintiff's Complaint speak for themselves.

15. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

16. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

17. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

18. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

19. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

CAUSES OF ACTION AGAINST THIRD-PARTY DEFENDANT

COUNT ONE
INDEMNIFICATION (CONTRACTUAL)

20. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

21. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

22. Third-Party Defendant lacks sufficient knowledge to admit or deny the allegations of this Paragraph.

23. Third-Party Defendant lacks sufficient knowledge to admit or deny the allegations of this Paragraph.

24. Admitted that Plaintiff filed suit against Nations Roof. Denied that Plaintiff's damages are the result of any work performed by Third-Party Defendant.

25. The allegations of this Paragraph are denied, and strict proof thereof is demanded

26. The allegations of this Paragraph are denied, and strict proof thereof is demanded

27. The allegations of this Paragraph are denied, and strict proof thereof is demanded

28. The allegations of this Paragraph are denied, and strict proof thereof is demanded.

COUNT TWO
INDEMNIFICATION (COMMON LAW)

20. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

21. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

22. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

23. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

COUNT THREE
BREACH OF CONTRACT

29. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

24. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

30. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

31. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

32. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

33. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

COUNT FOUR
BREACH OF EXPRESS AND IMPLIED WARRANTIES

34. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

35. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

36. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

37. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

38. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

39. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

40. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

COUNT FIVE
NEGLIGENCE

41. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

42. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

43. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

44. (erroneously numbered) The allegations of this Paragraph are denied, and strict proof thereof is demanded.

PRAYER FOR RELIEF

Third-Party Defendant denies that Third-Party Plaintiff is entitled to any of the relief demanded in this Paragraph, including all subparts.

FIRST AFFIRMATIVE DEFENSE

The Third-Party Complaint, and each cause of action contained therein, fails to state a

claim upon which relief may be granted against this Third-Party Defendant.

SECOND AFFIRMATIVE DEFENSE

Third-Party Defendant pleads the affirmative defense of contributory negligence.

THIRD AFFIRMATIVE DEFENSE

Third-Party Defendant pleads lack of privity.

FOURTH AFFIRMATIVE DEFENSE

Third-Party Defendant pleads lack of contractual obligation as Third-Party Plaintiff has not produced a signed, written contract.

FIFTH AFFIRMATIVE DEFENSE

Any damages sustained by Plaintiff and/or Third-Party Plaintiff were not proximately caused by any alleged wrongful conduct on the part of this Third-Party Defendant.

SIXTH AFFIRMATIVE DEFENSE

There is no causal relation to the claims being made by the Plaintiff and this Third-Party Defendant's conduct.

SEVENTH AFFIRMATIVE DEFENSE

Third-Party Defendant pleads the doctrine of substantial performance or discharge by performance.

EIGHTH AFFIRMATIVE DEFENSE

That the alleged damages complained of by the Plaintiff or Third-Party Plaintiff were proximately caused by a new, independent and efficiently intervening or superseding cause, and not by any alleged negligence or wantonness on the part of Third-Party Defendant.

NINTH AFFIRMATIVE DEFENSE

Any breach of contract was the result of the breach by an independent third party.

TENTH AFFIRMATIVE DEFENSE

The Plaintiff and Third-Party Plaintiff had a duty to mitigate part or all of the alleged damages and failed to do so.

ELEVENTH AFFIRMATIVE DEFENSE

Third-Party Defendant pleads the defense of assumption of the risk.

TWELFTH AFFIRMATIVE DEFENSE

At all relevant times, Third-Party Defendant fully performed all of its obligations in accordance with project plans and specifications and in a good, workmanlike manner that met or exceeded the applicable standard of care.

THIRTEENTH AFFIRMATIVE DEFENSE

At all relevant times, Third-Party Defendant's actions, if any, related to all claims alleged in the Third-Party Complaint Nations Roof were accepted and ratified by Nations Roof.

FOURTEENTH AFFIRMATIVE DEFENSE

Third-Party Defendant performed its work, if any, at the direction of and under the supervision of Nations Roof.

FIFTEENTH AFFIRMATIVE DEFENSE

Third-Party Defendant's work, if any, was inspected, accepted, and approved by Nations Roof.

SIXTEENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiff has failed to act in good faith and in a commercial reasonable manner regarding Third-Party Defendant's work. At all relevant times, Third-Party Defendant conducted itself in good faith regarding Nations Roof. Nations Roof directed Third-Party Defendant to perform certain work and now seeks damages from Third-Party Defendant for performing the work as directed by Nations Roof.

SEVENTEENTH AFFIRMATIVE DEFENSE

Third-Party Defendant acted in good faith reliance on Nations Roof's directions, and on the directions of Nations Roof's agents, representatives, and consultants, with regards to all claims raised in the Third-Party Complaint.

EIGHTEENTH AFFIRMATIVE DEFENSE

Third-Party Defendant is not liable for the acts or omissions of Nations Roof, and/or for the acts or omissions of all parties under Nations Roof's direction and control, including all of Nations Roof's agents, representatives, other subcontractors, and consultants.

NINETEENTH AFFIRMATIVE DEFENSE

Third-Party Defendant alleges that any acts or omissions of Nations Roof's employees or former employees that caused or contributed to Nations Roof's or Plaintiff's damages are imputed to Nations Roof and should therefore bar any recovery by Nations Roof.

TWENTIETH AFFIRMATIVE DEFENSE

Third-Party Defendant alleges that the entire Third-Party Complaint is barred on the grounds that any work provided by Third-Party Defendant referred to in the Third-Party Complaint was not a substantial factor in bringing about the injuries and damages alleged by the Plaintiff.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Third-Party Defendant pleads the Affirmative Defenses of laches, unclean hands, estoppel, frustration of purpose, release, acquiescence, set off, and waiver, accord and satisfaction, and any and all other applicable equitable defenses

TWENTY-SECOND AFFIRMATIVE DEFENSE

Third-Party Defendant would state that an intervening or supervening event or events proximately caused and/or contributed to the damages and injuries alleged in Third-Party

Plaintiff's Complaint for which Third-Party Defendant is not responsible.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Third-Party Defendant alleges that to the extent Nations Roof's claims arise out of contract, the claims do not state facts sufficient to entitle Nations Roof to an award of punitive or exemplary damages against Third-Party Defendant.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Third-Party Defendant alleges that Nations Roof failed to give adequate and timely notice of any alleged breach of contract and/or notice of alleged defective performance.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Defendant affirmatively pleads, as if set forth herein, all applicable affirmative defenses Nations Roof has asserted in this action, as well as any affirmative defense that has been or will be raised by any other Third-Party Defendant.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Third-Party Defendant pleads the defense of assumption of the risk.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Third-Party Defendant denies that it breached any duty owed to the Plaintiff or Third-Party Plaintiff.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Third-Party Defendant asserts that Third-Party Plaintiff may have failed to join an indispensable party or indispensable parties needed for a just adjudication of the action.

TWENTY-NINTH AFFIRMATIVE DEFENSE

Third-Party Defendant pleads that Third-Party Plaintiff may lack standing to pursue any claims against this Respondent in this action.

THIRTIETH AFFIRMATIVE DEFENSE

Third-Party Defendant pleads the doctrine of caveat emptor.

THIRTY-FIRST AFFIRMATIVE DEFENSE

Third-Party Defendant pleads all applicable defenses pursuant to FRCP 12(b).

THIRTY-SECOND AFFIRMATIVE DEFENSE

Third-Party Defendant states that conditions precedent necessary to maintain this action have not been met.

THIRTY-THIRD AFFIRMATIVE DEFENSE

Third-Party Defendant avers that any damages alleged were an act of God.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

Third-Party Plaintiff's claims are barred by the doctrine of ratification.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Plaintiff's claims are subject to arbitration.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

Third-Party Defendant pleads res judicata, collateral estoppel and/or issue preclusion.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

Third-Party Defendant avers that the claims against it are barred by the failure to do equity.

Third-Party Defendant expressly reserves the right, as discovery continues in this action, to amend its answer and its affirmative defenses.

Respectfully submitted, this the 11th day of September 2025.

[SIGNATURE BLOCK ON NEXT PAGE]

//s// Donald C. Partridge
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Attorney for Third-Party Defendant Roof US, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of September 2025, I electronically filed the foregoing with the Clerk of the Court using the ECF System, which will send notification of such filings to all counsel of record.

//s// Donald C. Partridge
DONALD C. PARTRIDGE (PARTD6713)